

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

| | | |
|-------------------------------------------------|---|---------------------------|
| THERESA MARIE SIMEONE, Personal | : | |
| Representative of the Estate of Albert Francis | : | |
| Simeone, Jr., Deceased, and THERESA MARIE | : | CIVIL ACTION NO. 02CV4852 |
| SIMEONE, In Her Own Right, and | : | |
| MARY ANN LENGYEL, Personal | : | |
| Representative of the Estate of George Lengyel, | : | |
| Deceased, and MARY ANN LENGYEL, | : | JURY TRIAL DEMANDED |
| In Her Own Right | : | |
| | : | VERDICT SHEET |
| Plaintiffs, | : | |
| | : | |
| v. | : | |
| | : | |
| BOMBARDIER-ROTAX GmbH, et al. | : | |
| | : | |
| Defendants. | : | |

Defendants BRP-ROTAX GmbH & Co. KG f/k/a BOMBARDIER-ROTAX GmbH & Co. KG ("Rotax") and BOMBARDIER INC. ("Bombardier") submit the following Verdict Sheet.

QUESTION NO. 1: Do you find by a preponderance of the evidence that:

1A: Rotax, designed, manufactured or sold the subject 582 Rotax engine?

☐ Yes ☐ No

1B: Bombardier designed, manufactured or sold the subject 582 Rotax engine?

☐ Yes ☐ No

If your answer to question no. 1 is "yes" proceed to no. 2, if "no" please do not answer any more questions on this form. Please return to the courtroom.

DESIGN DEFECT

QUESTION NO. 2: Do you find that the plaintiffs have demonstrated by a preponderance of the evidence that the subject 582 Rotax engine was defectively designed?

_____ Yes _____ No

If your answer to question no. 2 is "yes" proceed to question no. 3. If your answer is "no", please proceed to question no. 7.

QUESTION NO. 3. Do you find that the plaintiffs have demonstrated by a preponderance of the evidence that:

3A. The design defect existed when the Rotax 582 engine left the possession of Rotax?

_____ Yes _____ No

3B. The design defect existed when the Rotax 582 engine left the possession of Bombardier?

_____ Yes _____ No

If your answer to either 2A or 2B is "yes", please proceed to question no. 4. If your answer is "no" please proceed to no. 7.

QUESTION NO. 4. Do you find that the plaintiffs have demonstrated by a preponderance of the evidence that The Rotax 582 engine could have been designed more safely?

_____ Yes _____ No

QUESTION NO. 5. Do you find that the plaintiffs have demonstrated by a preponderance of the evidence that the design defect in the Rotax 582 engine rendered the subject engine unreasonably dangerous to the intended user?

_____ Yes _____ No

If your answer to no. 5 is "yes" please proceed to no. 6. If your answer is "no" please proceed to no. 7.

QUESTION NO. 6: Do you find that the plaintiffs have demonstrated by a preponderance of the evidence that the design defect in the Rotax 582 engine was a substantial cause in causing harm to decedents or was pilot error a substantial cause in harming decedents?

_____ design defect _____ pilot error

If your answer to no. 6 is "pilot error," do not answer any more questions and please return to the courtroom.

MANUFACTURING DEFECT

QUESTION NO. 7. Do you find that the plaintiffs have demonstrated by a preponderance of the evidence that:

7A. Rotax manufactured that the 582 Rotax engine.

_____ Yes _____ No

7B. Bombardier manufactured the 582 Rotax engine.

_____ Yes _____ No

If your answer to no. 7A or 7B is "yes", please proceed to question no. 8. If your answer is "no", please proceed to no. 11.

QUESTION NO. 8. Do you find that the plaintiffs have demonstrated by a preponderance of the evidence that the subject 582 Rotax engine was defectively manufactured?

_____ Yes _____ No

If your answer to no. 8 is "yes", please proceed to no. 9. If the answer is "no" please proceed to no. 10.

QUESTION NO. 9. Do you find that the plaintiffs have demonstrated by a preponderance of the evidence that the manufacturing defect in the Rotax 582 engine was a substantial cause in causing harm to decedents?

_____ Yes _____ No

WARNING DEFECT

QUESTION NO. 10. Do you find by a preponderance of the evidence that that the subject 582 Rotax engine contained adequate warnings or instructions?

_____ Yes _____ No

If your answer is “no”, please proceed to question no. 12. If your answer is “yes”, please proceed to no. 11.

QUESTION NO 11. Do you find that plaintiffs have demonstrated by a preponderance of the evidence that:

11A. The above defect existed at the time the 582 Rotax engine left the Defendants control?

_____ Yes _____ No

12B. That the lack of warning was the sole proximate cause of the plaintiffs’ accident.

_____ Yes _____ No

QUESTION NO. 12: Do you find that decedents assumed the risk of injury, that is they understood and appreciated that harm could come to them by using the subject 582 Rotax engine?

_____ Yes _____ No

If your answer to no. 12 is “Yes”, your verdict must be for the Defendants and you should return to the courtroom. If your answer is “no”, please proceed to no. 13.

NEGLIGENCE

QUESTION NO. 13: Do you find that Plaintiffs have demonstrated by a preponderance that:

13A. Rotax owed a duty of care to the decedents?

_____ Yes _____ No

13B. Bombardier owed a duty of care to the decedents?

_____ Yes _____ No

If your answer is "yes" proceed, to number 14. If your answer is "no" please proceed to no. 21.

QUESTION NO. 14 Do you find that Plaintiffs have demonstrated by a preponderance of the evidence that:

14A. Defendant Rotax breached that duty of care to the decedents?

_____ Yes _____ No

14B. Defendant Bombardier breached that duty of care to the decedents?

_____ Yes _____ No

If your answer to 14A or 14B is "yes" please proceed to no. 15. If your answer is "no" please proceed to no. 21.

QUESTION NO. 15 Do you find that Plaintiffs have demonstrated by a preponderance of the evidence that:

15A Defendant Rotax's breach of duty was the sole proximate cause of the decedents' death?

_____ Yes _____ No

15B. Defendant Bombardier's breach of duty was the sole proximate cause of decedent's death.

_____ Yes _____ No

If your answer to question 15A or 15B is "yes", please proceed to question no. 21. If your answer is "no", please proceed to question no. 16.

QUESTION NO. 16: Do you find by a preponderance of the evidence that:

16A. the decedents were contributorily negligent?

_____ Yes _____ No

16B. the decedents' contributory negligence was that their negligence was a factual cause of the accident?

_____ Yes _____ No

If you answered "Yes" to Question No. 16A or 16B is "yes", please go to Question no. 18. If you answered "No" please go to Question No. 18, please go to Question No. 19.

QUESTION NO. 17: Do you find by a preponderance of the evidence that:

17A. The negligence of Rotax is greater than the negligence of decedents?

_____ Yes _____ No

17B. The negligence of Bombardier is greater than the negligence of the decedents?

_____ Yes _____ No

If you answered "No" to Question No. 17A or 17B, please go to Question No. 21.
If you answered "Yes", please go to Question No. 18.

QUESTION NO. 18: If you answered "Yes" to Question No. 18, please allocate the percentages of fault you assign to the Defendants below. Your total must be 100%.

_____ Defendant Rotax
_____ Defendant Bombardier

_____ 100%

QUESTION NO. 19: If you answered "Yes" to Question No. 18, please allocate the percentages of fault you assign to the responsible parties below. Your total must be 100%.

_____ Decedents
_____ Defendant Rotax
_____ Defendant Bombardier

_____ 100%

BREACH OF WARRANTY

As to Simeone

QUESTION NO. 20: Do you find that plaintiffs have demonstrated by a preponderance of the evidence that:

20A. Defendant Rotax provided an express warranty to decedent Simeone in connection with the subject engine?

_____ Yes _____ No

20B. Defendant Bombardier provided an express warranty to decedent Simeone in connection with the subject engine?

_____ Yes _____ No

If your answer to Question No. 20A or 20B is “yes”, please proceed to Question No. 21. If you answered “No”, please go to Question No. (fraud).

QUESTION NO. 21: Do you find that plaintiffs have demonstrated by a preponderance of the evidence that:

21A. Defendant Rotax breached an express warranty given to decedent Simeone?

_____ Yes _____ No

21B. Defendant Bombardier breached an express warranty given to decedent Simeone?

_____ Yes _____ No

QUESTION NO. 22. Do you find that plaintiffs have demonstrated by a preponderance of the evidence that:

22A. The breach of an express warranty by Rotax was a substantial cause of decedent Simeone’s accident?

_____ Yes _____ No

22B. The breach of an express warranty by Bombardier was a substantial cause of decedent Simeone’s accident.

QUESTION NO. 23: Do you find that plaintiffs have demonstrated by a preponderance of the evidence that:

23A. Defendant Rotax provided an implied warranty to decedent Simeone in connection with the subject engine?

_____ Yes _____ No

23B. Defendant Bombardier provided an implied warranty to decedent Simeone in connection with the subject engine?

_____ Yes _____ No

If your answer to Question No. 23A or 23B is “yes”, please proceed to Question No. 24. If you answered “No”, please go to Question No. 40.

QUESTION NO. 24: Do you find that plaintiffs have demonstrated by a preponderance of the evidence that:

24A. Defendant Rotax breached an implied warranty to decedent Simeone?

_____ Yes _____ No

24B. Defendant Bombardier breached an implied warranty to decedent Simeone?

_____ Yes _____ No

QUESTION NO. 25. Do you find that plaintiffs have demonstrated by a preponderance of the evidence that:

25A. The breach of an implied warranty by Rotax was a substantial cause of decedent Simeone’s accident?

_____ Yes _____ No

25B. The breach of an implied warranty by Bombardier was a substantial cause of decedent Simeone’s accident.

_____ Yes _____ No

QUESTION NO. 26. Do you find that plaintiffs have demonstrated by a preponderance of the evidence that:

26A. Rotax breached an implied warranty of merchantability to decedent Simeone?

_____ Yes _____ No

26B. Bombardier breached an implied warranty of merchantability to decedent Simeone?

_____ Yes _____ No

If you answered "Yes," to Question no. 26A or 26B, please proceed to Question No. 27. If you answered "No", please go to no. 30..

QUESTION NO. 27: Do you find that plaintiffs have demonstrated by a preponderance of the evidence that:

27A: Rotax's breach of an implied warranty of merchantability was a substantial cause of decedent Simeone's accident?

_____ Yes _____ No

27B Bombardier's breach of an implied warranty of merchantability was a substantial cause of decedent Simeone' accident?

_____ Yes _____ No

QUESTION NO. 28. Do you find that plaintiffs have demonstrated by a preponderance of the evidence that:

28A. Rotax breached an implied warranty of fitness for a particular purpose to decedent Simeone?

_____ Yes _____ No

28B. Bombardier breached an implied warranty of fitness for a particular purpose to decedent Simeone?

_____ Yes _____ No

If you answered "Yes," to Question no. 28A or 28B, please proceed to Question No. 29. If you answered "No", please go to no. 40.

QUESTION NO. 29: Do you find that plaintiffs have demonstrated by a preponderance of the evidence that:

29A: Rotax's breach of warranty of fitness for a particular purpose was a substantial cause of decedent Simeone's accident?

_____ Yes _____ No

29B Bombardier's breach of warranty of fitness for a particular purpose was a substantial cause of decedent Simeone's accident?

_____ Yes _____ No

As to Lengyel

QUESTION NO. 30: Do you find that plaintiffs have demonstrated by a preponderance of the evidence that:

30A. Defendant Rotax provided an express warranty to decedent Lengyel in connection with the subject engine?

_____ Yes _____ No

30B. Defendant Bombardier provided an express warranty to decedent Lengyel in connection with the subject engine?

_____ Yes _____ No

If your answer to Question No. 30A or 30B is "yes", please proceed to Question No. 31. If you answered "No", please go to Question No. 40.

QUESTION NO. 31: Do you find that plaintiffs have demonstrated by a preponderance of the evidence that:

31A. Defendant Rotax breached an express warranty given to decedent Lengyel?

_____ Yes _____ No

31B. Defendant Bombardier breached an express warranty given to decedent Lengyel?

_____ Yes _____ No

QUESTION NO. 32. Do you find that plaintiffs have demonstrated by a preponderance of the evidence that:

32A. The breach of an express warranty by Rotax was a substantial cause of decedent Lengyel's accident?

_____ Yes _____ No

32B. The breach of an express warranty by Bombardier was a substantial cause of decedent Lengyel's accident.

QUESTION NO. 33: Do you find that plaintiffs have demonstrated by a preponderance of the evidence that:

33A. Defendant Rotax provided an implied warranty to decedent Lengyel in connection with the subject engine?

_____ Yes _____ No

33B. Defendant Bombardier provided an implied warranty to decedent Lengyel in connection with the subject engine?

_____ Yes _____ No

If your answer to Question No. 33A or 33B is "yes", please proceed to Question No. 34. If you answered "No", please go to Question No. 40.

QUESTION NO. 34: Do you find that plaintiffs have demonstrated by a preponderance of the evidence that:

34A. Defendant Rotax breached an implied warranty to decedent Lengyel?

_____ Yes _____ No

34B. Defendant Bombardier breached an implied warranty to decedent Lengyel?

_____ Yes _____ No

QUESTION NO. 35. Do you find that plaintiffs have demonstrated by a preponderance of the evidence that:

35A. The breach of an implied warranty by Rotax was a substantial cause of decedent Lengyel's accident?

_____ Yes _____ No

35B. The breach of an implied warranty by Bombardier was a substantial cause of decedent Lengyel's accident.

_____ Yes _____ No

QUESTION NO. 36. Do you find that plaintiffs have demonstrated by a preponderance of the evidence that:

36A. Rotax breached an implied warranty of merchantability to decedent Lengyel?

_____ Yes _____ No

36B. Bombardier breached an implied warranty of merchantability to decedent Lengyel?

_____ Yes _____ No

If you answered "Yes," to Question no. 37A or 37B, please proceed to Question No. 38. If you answered "No", please go to no. 39.

QUESTION NO. 37: Do you find that plaintiffs have demonstrated by a preponderance of the evidence that:

37A: Rotax's breach of an implied warranty of merchantability was a substantial cause of decedent Lengyel's accident?

_____ Yes _____ No

37B Bombardier's breach of an implied warranty of merchantability was a substantial cause of decedent Lengyel's accident?

_____ Yes _____ No

QUESTION NO. 38. Do you find that plaintiffs have demonstrated by a preponderance of the evidence that:

38A. Rotax breached an implied warranty of fitness for a particular purpose to decedent Lengyel?

_____ Yes _____ No

38B. Bombardier breached an implied warranty of fitness for a particular purpose to decedent Lengyel?

_____ Yes _____ No

If you answered "Yes," to Question no. 38A or 38B, please proceed to Question No. 39. If you answered "No", please go to no. 40.

QUESTION NO. 39: Do you find that plaintiffs have demonstrated by a preponderance of the evidence that:

39A: Rotax's breach of warranty of fitness for a particular purpose was a substantial cause of decedent Lengyel's accident?

_____ Yes _____ No

39B Bombardier's breach of warranty of fitness for a particular purpose was a substantial cause of decedent Lengyel's accident?

_____ Yes _____ No

RECKLESS, WILLFUL AND WANTON MISCONDUCT, FRAUD AND DECEIT

QUESTION NO. 40: Do you find that Defendant Rotax engaged in “reckless, willful and wanton misconduct and fraud and deceit,” that is to say they acted with a conscious indifference to the consequences and that Defendants intentionally made material misrepresentations to decedents as to the 582 Rotax engine that they intended decedents to rely on? Please answer for each defendant

Rotax _____ Yes _____ No

Bombardier _____ Yes _____ No

QUESTION NO. 41: Do you find that plaintiffs have demonstrated by clear and convincing evidence that:

41A. Defendant Rotax engaged in “reckless, willful and wanton misconduct and fraud and deceit,” that is to say they acted with a conscious indifference to the consequences?

_____ Yes _____ No

41B. Defendant Bombardier engaged in “reckless, willful and wanton misconduct and fraud and deceit,” that is to say they acted with a conscious indifference to the consequences?

_____ Yes _____ No

QUESTION NO. 42. Do you find that plaintiffs have demonstrated by clear and convincing evidence that:

42A. Rotax intentionally made material misrepresentations to decedents as to the subject 582 Rotax engine.

Yes No

42B. Bombardier intentionally made material misrepresentations to decedents as to the subject 582 Rotax engine.

| | |
|-----|----|
| Yes | No |
|-----|----|

QUESTION NO. 43. Do you find that plaintiffs have demonstrated by clear and convincing evidence that:

43A. Rotax intended decedents to rely on the material misrepresentations?

_____ Yes _____ No

43B. Bombardier intended decedents to rely on the material misrepresentations.

_____ Yes _____ No

QUESTION NO. 44. Do you find that plaintiffs demonstrated that decedent Simeone relied on the defendants' material representations to his detriment?

_____ Yes _____ No

QUESTION NO. 45. Do you find that plaintiffs demonstrated that decedent Lengyel relied on the defendants' material representations to his detriment?

_____ Yes _____ No

DAMAGES

QUESTION NO. 46: Please set forth the amount of damages, if any, that will reasonably compensate Plaintiff Simeone:

\$ _____

QUESTION NO. 47: Please set forth the amount of damages, if any, that will reasonably compensate Plaintiff Lengyel:

\$ _____

Signed _____ (Foreman)

Date: _____

Please return to the courtroom.